

ITEL
CORPORATION
RAIL DIVISION

December 18, 1978

Hon. H.G. Homme
Secretary

Interstate Commerce Commission
Washington, D.C. 20423

No. **8-353-A085**

Date **DEC 19 1978**

Fee **\$50.00**

ICC Washington, D.C.
9926

RECORDATION NO. Filed 1425

DEC 19 1978 - 2 45 PM

INTERSTATE COMMERCE COMMISSION

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DEC 19 2 41 PM '78
I.C.C.
FEE OPERATION BR.

Dear Sir:

Enclosed for filing with and recording by the Interstate Commerce Commission are one original, two counterparts and four photocopies of a Lease Agreement dated as of March 13, 1978 between ITEL Corporation, acting through its Rail Division, Two Embarcadero Center, San Francisco, California, 94111 and Providence and Worcester Company, 1 Depot Square, Woonsocket, Rhode Island, 02895 covering the following railroad equipment:

600 100-ton, 60' general purpose boxcars, with 15" end-of-car cushioning, bearing the identifying numbers PW 60001 through PW 60600, both inclusive. And:

400 70-ton, 50' general purpose boxcars, with 10" end-of-car cushioning, bearing the identifying numbers PW 30301 through PW 30700, both inclusive.

Identifying marks on all of the foregoing equipment: The words, "OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED UNDER THE INTERSTATE COMMERCE COMMISSION", printed on each side of each unit.

Also enclosed is our check in the amount of \$50, payable to the Interstate Commerce Commission, being the prescribed fee for filing and recording the foregoing document.

Please return all additional copies of the enclosed counterparts not required by the Interstate Commerce Commission to David Schwartz, Esq., of Sullivan and Worcester, who will be delivering this letter on our behalf.

Very truly yours,

Ruth Meyler
Ruth Meyler
Associate/Legal Services
ITel Transportation Services Group

David Schwartz
Carol S. Harris
TWO EMBARCADERO CENTER
SAN FRANCISCO
CALIFORNIA 94111
(415) 955-9090
TELEX 34-234



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INTERSTATE COMMERCE COMMISSION

WHEREAS, on the 14th day of January, 1977, Providence and Worcester Company, a Delaware corporation, (hereinafter called "P&W") entered into a LEASE AGREEMENT with SSI RAIL CORP., a Delaware corporation, (which was a subsidiary of Itel Corporation, also a Delaware corporation) with Equipment Schedules No. 1 (dated January 14, 1977) through No. 6 (dated December 9, 1977); and

WHEREAS, paragraph 3.B. of said LEASE AGREEMENT granted SSI RAIL CORP. a three month option, after notice, to offer P&W "terms not less favorable" to P&W than those under which P&W desires to lease additional boxcars from another party; and

WHEREAS, on December 31, 1977, SSI RAIL CORP. was merged into Itel Corporation; and

WHEREAS, on January 23, 1978, P&W sent the requisite notice under paragraph 3.B. of said LEASE AGREEMENT to Itel Corporation that P&W intended to lease one thousand (1,000) boxcars from BRAE Corporation (hereinafter called "BRAE") pursuant to an agreement between P&W and BRAE dated January 19, 1978; and

WHEREAS, Itel Corporation has exercised its option pursuant to paragraph 3.B. of said LEASE AGREEMENT and offers to P&W terms "not less favorable" to P&W than BRAE, such terms being offered by Itel Corporation being "equal to or better than those offered by" BRAE.

NOW THEREFORE, Itel Corporation and P&W enter into this Agreement.

Interstate Commerce Commission
Washington, D.C. 20423

12/19/78

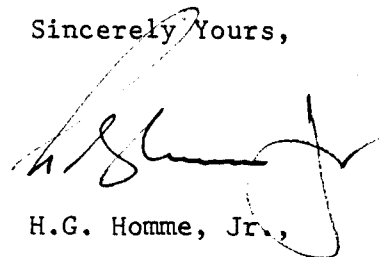
OFFICE OF THE SECRETARY

Ruth Meyler
Itel Corporation
Two Embarcadero Center
San Francisco, Calif. 94111

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 12/19/78 at 2:45pm and assigned recordation number(s) 9924

Sincerely Yours,



H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)



#9924

DEC 19-1978

LEASE AGREEMENT

THIS LEASE AGREEMENT, made as of this 13th day of March, 1978, between ITEL CORPORATION, RAIL DIVISION, a Delaware corporation, Two Embarcadero Center, San Francisco, California 94111 ("Itel Rail"), as Lessor, and Providence and Worcester Company, 1 Depot Square, Woonsocket, Rhode Island 02895, a Delaware corporation (Lessee"), as Lessee.

1. Scope of Agreement

A. Itel Rail agrees to lease to Lessee, and Lessee agrees to lease from Itel Rail, cars and/or other railroad equipment of the types and descriptions as set forth in any lease schedules executed by the parties concurrently herewith or hereafter and made a part of this Agreement. The word "Schedule" as used herein includes the Schedule or Schedules executed herewith and any additional Schedules and amendments thereto whether for cars or other railroad equipment, each of which when signed by both parties shall be a part of this Agreement. The scheduled items of equipment are hereinafter called collectively the "Cars".

B. It is the intent of the parties to this Agreement that Itel Rail shall at all times be and remain the lessor of all Cars. Lessee agrees that it will at no time take any action or file any document which is inconsistent with the foregoing intent and that it will take such action and execute such documents as may be necessary to accomplish this intent.

2. Term

A. This Agreement shall remain in full force until it shall have been terminated as to all of the Cars as provided herein. The term of lease with respect to all of the Cars described on each Schedule shall be for fifteen (15) years (the "initial term") commencing upon the date when all Cars on such Schedule have been delivered as set forth in Section 3A hereof.

B. If this Agreement has not been earlier terminated and no default has occurred and is continuing, it shall automatically be extended for consecutive periods of twelve months each (the "extended lease term") with respect to all of the Cars described on each Schedule, provided, however, that Itel Rail may, at the end of the initial term and any extended terms and at its sole option, elect to substitute for any such Cars, Cars substantially equivalent to such Cars and, provided further, that Lessee may terminate this Agreement as to all, but not fewer than all, of the Cars on any

such Schedule by written notice delivered to Itel Rail not less than twelve months prior to the end of the initial term or any extended lease term. The total period of the combined initial term and all extended terms shall not exceed the then current life allowed by governmental regulations for a car in interchange service at the time of expiration of the initial term of the Agreement and its extensions.

3. Supply Provisions

A. Itel Rail will inspect each of the Cars tendered by the manufacturer for delivery to Lessee. Prior to such inspection, however, Lessee shall confirm in writing to Itel Rail that the sample Car which will be made available for Lessee's inspection prior to the commencement of deliveries conforms to the specifications of the equipment agreed to by Lessee. Upon such approval by Lessee and Itel Rail's determination that the Car conforms to the specifications ordered by Itel Rail and to all applicable governmental regulatory specifications, and this Agreement has not been terminated, Itel Rail will accept delivery thereof at the manufacturer's facility and shall notify Lessee in writing of such acceptance. Each of the Cars shall be deemed delivered to Lessee upon acceptance by Itel Rail. The Cars shall be moved to Lessee's railroad line at no cost to Lessee as soon after acceptance of delivery by Itel Rail as is consistent with mutual convenience and economy. Due to the nature of railroad operations in the United States, Itel Rail can neither control nor determine when the Cars leased hereunder will actually be available to Lessee for its use on its railroad tracks. Notwithstanding that Lessee may not have immediate physical possession of the Cars leased hereunder, Lessee agrees to pay to Itel Rail the rent set forth in this Agreement. To move the Cars to Lessee's railroad line and insure optimal use of the Cars after the first loading of freight for each Car on the railroad line of Lessee (the "initial loading"), Itel Rail agrees to assist Lessee in monitoring Car movements and, when deemed necessary by both Lessee and Itel Rail, to issue movement orders with respect to such Cars to other railroad lines in accordance with ICC and AAR Interchange Agreements and rules.

B. Lessee agrees that so long as it shall have on lease any Cars, it shall not lease cars from any other party until it shall have received all of the Cars on the Schedule or Schedules. Once Cars have been delivered to Lessee, it shall then not lease cars from any other party until it shall have given Itel Rail at least three (3) months' prior written notice of its desire to lease cars similar to the type on lease. Itel Rail shall then have the opportunity to procure and lease such cars to Lessee subject to the terms and conditions of this Agreement and manufacturers' delivery schedules and at terms not less favorable to Lessee than those offered by such other parties. Lessee shall throughout the term of the Agreement provide such opportunity to Itel Rail, unless Itel Rail shall have previously been notified in writing of Lessee's intention to lease cars similar to the type on lease from Itel Rail and Itel Rail shall have failed to offer to Lessee, within three (3) months, terms not less favorable to Lessee than those under which Lessee shall have subsequently leased fifty (50) or more cars from another party. The foregoing, however, shall not be deemed to prohibit Lessee from leasing from other parties if Itel Rail does not offer lease terms equal

to or better than those offered by such other parties. To the extent permitted by law, Lessee shall give preference to Itel Rail and shall load the Cars leased from Itel Rail prior to loading cars leased from other parties or purchased by Lessee subsequent to the date of this agreement or interchanged with railroads; provided, however, that this shall in no event prevent or prohibit Lessee from fulfilling its obligations to provide transportation and facilities upon reasonable request therefor to shippers on its railroad tracks.

C. Additional Cars may be leased from Itel Rail by Lessee only upon the mutual agreement of the parties hereto. Upon such agreement, such additional Cars shall be identified in Schedules to this Agreement and shall benefit from and be subject to this Agreement upon execution of the Schedules by Itel Rail and Lessee. Notwithstanding the execution of any Schedules, including Schedules for additional Cars, the delivery of Cars to Lessee shall be subject to manufacturers' delivery schedule, and the mutual acknowledgment of the parties that the addition of such Cars is not likely to reduce Utilization of all Cars on lease to Lessee to less than the applicable Minimum Per Cent as defined in Section 6A (vi) in any calendar quarter. If fewer than all of the Cars listed on a Schedule shall be delivered to Lessee, the term of the Agreement as applied to any group of Cars shall be deemed to have commenced on the date the final Car of such group was delivered to Lessee.

4. Railroad Markings and Record Keeping

A. Itel Rail and Lessee agree that on or before delivery of any Cars to Lessee, said Cars will be lettered with the railroad markings of Lessee and will also be marked with the name and/or other insignia used by Lessee. Such name and/or insignia shall comply with all applicable regulations.

B. At no cost to Lessee, Itel Rail shall at Lessee's request during the term of this Agreement assist Lessee in filing all documents relating to the registration, maintenance and record keeping functions involving the Cars. Such documents shall include but are not limited to the following: (i) appropriate AAR documents including an application for relief from AAR Car Service Rules 1 and 2; and (ii) such reports as may be required from time to time by the ICC and/or other regulatory agencies.

C. Each Car leased hereunder shall be registered in the Official Railway Equipment Register and the Universal Machine Language Equipment Register. Itel Rail shall, if requested by Lessee, perform all record keeping functions related to the use of the Cars by Lessee and other railroads in accordance with AAR railroad Interchange Agreements and rules, such as car hire reconciliation. Correspondence from railroads using such Cars shall be addressed to Lessee at such address as the party maintaining the records shall select.

D. Except as otherwise provided herein, all record keeping and car accounting hereunder shall be performed by Lessee and all record of payments, charges and correspondence related to the Cars

shall be separately recorded and maintained by Lessee in a form suitable for reasonable inspection by the other from time to time during regular business hours of the party maintaining such records. Lessee shall supply Itel Rail with such information regarding the use of the Cars by Lessee on its railroad line as Itel Rail may reasonably request including, if requested by Itel Rail, daily information as to the number of Cars on Lessee's tracks.

5. Maintenance, Taxes and Insurance

A. Except as otherwise provided herein, Itel Rail will pay all costs, expenses, fees and charges incurred in connection with the use and operation of each of the Cars during its lease term and any extension thereof, including but not limited to repairs, maintenance and servicing, unless the same was occasioned by the fault of Lessee while such Car is in the physical possession of Lessee. Lessee shall inspect all Cars interchanged to it to insure that such Cars are in good working order and condition and shall be liable to Itel Rail for any repairs required for damage not noted at the time of interchange. Lessee hereby transfers and assigns to Itel Rail for and during the lease term of each Car all of its right, title and interest in any warranty in respect to the Cars. All claims or actions on any warranty so assigned shall be made and prosecuted by Itel Rail at its sole expense and Lessee shall have no obligation to make any claim on such warranty. Any recovery under such warranty shall be payable solely to Itel Rail.

B. Except as provided above, Itel Rail shall make or cause to be made such inspections of, and maintenance and repairs to, the Cars as may be required. To the extent of its capability, Lessee shall perform maintenance and repairs to Cars on Lessee's railroad tracks. Itel Rail shall also make, at its expense, all alterations, modifications or replacement of parts, as shall be necessary to maintain the Cars in good operating condition throughout the term of the lease of such Cars. Lessee shall not make any alterations, improvements or additions to the Cars without Itel Rail's prior written consent. If Lessee makes an alteration, improvement or addition to any Car without Itel Rail's prior written consent, Lessee shall be liable to Itel Rail for any revenues lost due to such alteration. Title to any such alteration, improvement or addition shall be and remain with Itel Rail.

C. Lessee will at all times while this Agreement is in effect be responsible for the Cars while on Lessee's railroad tracks in the same manner that Lessee is responsible under Rule 7 of the AAR Car Service and Car Hire Agreement Code of Car Service Rules—Freight for cars not owned by Lessee on Lessee's railroad tracks. Lessee shall protect against the consequences of third party liability claims involving the Cars while on Lessee's railroad tracks by either obtaining insurance or employing other means of protection reasonably acceptable to Itel Rail, including self insurance. If Lessee elects to carry insurance, it shall furnish Itel Rail concurrently with the execution hereof and thereafter at intervals of not more than 12 calendar months with a certificate of insurance with respect to the insurance carried on the Cars signed by an independent insurance broker. Itel Rail shall maintain at its own expense all risk physical damage insurance on the Cars. All insurance shall be taken out in the name of Lessee and Itel Rail (or its assignee) as their interest may appear.

D. Except as provided in Section 5E Lessee shall pay all taxes, assessments and other governmental charges of whatsoever kind or character relating to each Car and on the lease, delivery or operation thereof which may remain unpaid as of the date of delivery of such Car to Lessee or which may be accrued, levied, assessed or imposed during the term of this Agreement and sales or use taxes imposed on the mileage charges and/or car hire revenues. Itel Rail shall forward to Lessee all sales and use tax payments received by it on behalf of Lessee. Itel Rail and Lessee will comply with all state and local laws requiring the filing of ad valorem tax returns on the Cars. Itel Rail shall review all applicable tax returns prior to filing.

E. In the event that assessments by the United States government or agencies thereof are levied upon the Cars based upon their usage in order to provide funds for facilities or services for the railroad industry at large (such as government sponsored improvements to rights of way), the burden represented by such levying upon the Cars shall be borne by Itel Rail and Lessee in proportions as follows: Itel Rail shall pay a portion equal to the Minimum Per Cent as defined in Section 6A (vi) and Lessee shall pay the remainder.

F. After the first eight (8) years of the initial term and during any extended lease term, Lessee shall reimburse Itel Rail for 50 percent of all net costs, expenses, fees and charges incurred by Itel Rail in the performance of its obligations set forth in Section 5. Reimbursement of such expenses shall be made to Itel Rail within 30 days after Lessee's receipt of supporting documentation.

G. All records of payments, charges and correspondence related to maintenance of the Cars shall be separately recorded and maintained by Itel Rail in a form suitable for reasonable inspection by Lessee from time to time during regular Itel Rail business hours to assure that maintenance charges paid by Itel Rail for the Cars are reasonable. Further, to the extent that Lessee performs maintenance to the Cars, and other freight cars owned by Itel Rail, it shall be treated equivalently with other parties providing such maintenance, for purposes of determining amounts and timing of payments and fixing of responsibility for quality and timeliness of repairs.

6. Lease Rental

A. Lessee agrees to pay the following rent to Itel Rail for the use of the Cars:

(i) ~~During the first eight years of the initial term,~~ Itel Rail shall receive all payments made to Lessee by other railroad companies for their use or handling of the Cars, including but not limited to mileage charges, straight car hire payments and incentive car hire payments (all of which payments made to Lessee are hereinafter collectively referred to as "Payments") if the Utilization of all of the Cars delivered to Lessee on an aggregate basis for each calendar year shall be equal to or less than the Minimum Per Cent as defined in Section 6A (vi). For the purpose of this Agreement, Utilization of the Cars shall be determined by a fraction, the numerator of which is the aggregate number of days in each calendar year that payments are earned by Lessee on the Cars, commencing from the initial loading, and the denominator of which is the aggregate number of days in each calendar year that the Cars are on lease to Lessee, less the aggregate days that the Cars are not on Lessee's tracks and not earning payments for any reason, except repair not related to damage beyond repair or destruction, commencing from the initial loading (such term referred to as "Utilization"). In addition, Itel Rail will receive, as additional rental, all monies earned by the Cars prior to the initial loading.

(ii) If, ~~during the first eight years of the initial term,~~ the Utilization exceeds the Minimum Per Cent in any calendar year, Itel Rail shall receive an amount equal to the Itel Rail Base Rental plus an amount equal to one-half of the payments earned through Utilization in excess of the Minimum Per Cent. For the purpose hereof, Itel Rail Base Rental shall be an amount equal to the total straight per diem, incentive per diem and mileage payments calculated at 65 miles per day for the calendar year multiplied by a fraction, the numerator of which is the Minimum Per Cent as defined in Section 6A (vii) and the denominator of which is the Utilization for such calendar year. (The above determination of Itel Rail Base Rental insures that Lessee will, if Utilization is greater than the Minimum Per Cent as defined in Section 6A (vi) in any calendar year, receive one-half of all the straight per diem and incentive per diem payments resulting from utilization exceeding the Minimum Per Cent and all of the mileage payments in excess of 65 miles per day made by other railroads for use or handling of the Cars in excess of the Itel Rail Base Rental.)

(iii) If during the first eight years of the initial term Itel Rail pays other railroads to move Cars in accordance with Section 3A, except for any payments incurred to deliver such Cars to Lessee's railroad line, Lessee shall reimburse Itel Rail for such payments only from and out of the monies received by Lessee pursuant to subsection 6A (ii). After the first eight years of the initial term and during any succeeding term such costs shall be borne equally by Itel Rail and Lessee.

(iv) The rental charges payable to Itel Rail by Lessee shall be paid from the payments received by Lessee in the following order until Itel Rail receives the amounts due it pursuant to this section: (1) incentive car hire payments; (2) straight car hire payments; (3) mileage charges; and (4) other.

(v) In the event damage beyond repair or destruction of a Car has been reported in accordance with Rule 7 of the AAR Car Service and Car Hire Agreement Code of Car Hire Rules--Freight and the appropriate amount due as a result thereof is received by Itel Rail, said damaged or destroyed Car will be removed from the coverage of this Agreement as of the date that payment of car hire payments ceased, but the Car will be replaced by Itel Rail with a car substantially equivalent to said damaged or destroyed Car.

(vi) The "Minimum Per Cent" with respect to the years set forth below shall be:

- a) During the first eight years of the initial term, the Minimum Per Cent shall be 91.5 per cent.
- b) Thereafter, the Minimum Per Cent shall be zero per cent.

(vii) The "Base Per Cent" with respect to the years set forth below shall be:

- a) During the first eight (8) years of the initial term, the Base Per Cent shall be 87.5 per cent.
- b) During the succeeding seven (7) years of the initial term, the Base Per Cent shall be 87.5 per cent.
- c) During any extended lease term, the Base Per Cent shall be zero per cent.

B. The calculations required above shall be made within five (5) months after the end of each calendar year. However, since the parties desire that rental payments shall be made currently so that Itel Rail may meet its financial commitments, Lessee shall prepare and deposit drafts or other payment forms covering car rentals in Lessee's bank by the 25th of each month. Lessee shall then pay to Itel Rail by the 30th of each month 85 per cent of the total payments earned by the Cars for the usage reported in the current month by other railroads including car mileage earnings based on 65 miles per day. At the time the month's first remittance is made, Lessee shall report for the same month, the dollar figure for 100 per cent of the revenue earned. Ten per cent of the total car hire revenue shall be remitted to Itel Rail thirty (30) days or one month after the initial monthly payment and the remaining five per cent shall be remitted to Itel Rail sixty (60) days or two months after the initial payment. Since the parties desire to adjust the amounts paid pursuant to the above more frequently than at the end of each calendar year, Itel Rail shall within three (3) months after the end of each calendar quarter, calculate on a cumulative quarterly basis, the appropriate amount of rental payment due it. Any amounts payable pursuant to the preceding sentence shall be paid promptly following such calculations, provided, however, that following each cumulative quarterly calculation, any amount paid to either party in excess of the amounts required by such quarterly calculations shall be promptly refunded to the appropriate party.

C. If at any time during any calendar quarter during the term of this Agreement, it becomes mathematically certain that the Utilization (for purposes of this section the denominator of the Utilization calculation shall exclude the aggregate car days during which the Cars are not on Lessee's railroad tracks and not earning payments for any reason whatsoever) cannot be equal to or greater than the appropriate Base Per Cent, Itel Rail may, at its option and upon not less than 10 days prior written notice to Lessee, terminate this Agreement as to such Cars as Itel Rail shall determine unless Lessee shall, (i) within 5 days of receipt of Itel Rail's written notice, notify Itel Rail of its intent to pay Itel Rail an amount equal to the difference between the rent Itel Rail received for such calendar quarter and the rent Itel Rail would have received had the Utilization been the appropriate Base Per Cent (including mileage computed at 65 miles per day) and (ii) make such payment within 15 days of receipt of such notice.

D. During the first eight years of the initial term, Itel Rail may, at its option, terminate this Agreement if the ICC shall, at any time, (1) issue an order reducing incentive car hire for Cars on an annual basis to three months or less without corresponding increase in straight car hire or other monies available to both Itel Rail and Lessee at least equal in amount to such reduction, (2) determine that Lessee may not apply its incentive car hire receipts in payment of the rental charges set forth in this section or (3) require that Lessee spend funds not earned by the Cars in order for Lessee to continue to meet its obligations set forth in this section. Lessee may elect to continue to pay the rental specified in this Agreement notwithstanding the ICC actions described in parts (2) and (3) of this section and will by so doing void Itel Rail's right to terminate as described in this section. However, having once made such rental payments following written notification from Itel Rail of the referenced ICC action, Lessee will assume the obligation to continue such rental payments throughout the period remaining in the first eight years of the initial term of this Agreement unless this Agreement is otherwise terminated.

E. Subsequent to the initial loading, if any Car remains on Lessee's railroad tracks more than seven consecutive days because Lessee has not given preference to the Cars as specified in Section 3B, Lessee shall be liable for and remit to Itel Rail an amount equal to the car hire revenues Lessee would have earned if such Cars were in the physical possession and use of another railroad for the entire period.

7. Possession and Use

A. So long as Lessee shall not be in default under this Agreement, Lessee shall be entitled to the possession, use and quiet enjoyment of the Cars in accordance with the terms of this Agreement and in the manner and to the extent Cars are customarily used in the railroad freight business, provided that Lessee retain on its railroad tracks no more Cars than are necessary to fulfill its immediate requirements to provide transportation and facilities upon reasonable request therefor to shippers on its railroad tracks.

B. Lessee's rights shall be subject and subordinate to the rights of any owner or secured party under any financing agreements entered into by Itel Rail in connection with the acquisition of Cars ("Financing Agreements"); i.e., upon notice to Lessee from any such secured party or owner that an event of default has occurred and is continuing under such Financing Agreements, such party may require that all rent be made to such party and/or that the Cars be returned to such party. Itel Rail acknowledges that any interruption in Lessee's possession, use and quiet enjoyment of the Cars during the term of this Agreement and any extension thereof can adversely affect Lessee's ability to provide transportation and facilities to shippers on its railroad tracks and accordingly Itel Rail will:

(i) Notify any and all owners or secured parties involved in Financing Agreements of Lessee's interest in and desire for uninterrupted possession, use and quiet enjoyment of the Cars,

(ii) Provide Lessee with a copy of all Financing Agreements and any changes and additions thereto,

(iii) Notify Lessee promptly upon its awareness of the existence of any condition which can with the passage of time, become an event of default by Itel Rail under any Financing Agreements, and

(iv) Assist Lessee and any owner or secured party involved in Financing Agreements in any manner that may be reasonably requested by these parties to make such formal or informal arrangements as may be desired to minimize interruptions in Lessee's business that could reasonably be expected to result from a default by Itel Rail under the Financing Agreements.

C. Lessee agrees that to the extent that it has physical possession and can control use of the Cars, the Cars will at all times be used and operated under and in compliance with the laws of the jurisdiction in which the same may be located and in compliance with all lawful acts, rules and regulations and orders of any governmental bodies or officers having power to regulate or supervise the use of such property, except that either Itel Rail or Lessee may in good faith and by appropriate proceedings contest the application of any such rule, regulation or order in any reasonable manner at the expense of the contesting party.

D. Lessee will not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or other security interest or claim on or with respect to the Cars or any interest therein or in this Agreement or Schedules thereto. Lessee will promptly, at its expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance, security interest or claim if the same shall arise at any time.

8. Default

A. The occurrence of any of the following events shall be an Event of Default:

(i) The nonpayment by Lessee of any sum required herein to be paid by Lessee within ten days after the date any such payment is due.

(ii) The breach by Lessee of any other term, covenant or condition of this Agreement, which is not cured within ten days thereafter.

(iii) Any act of insolvency by Lessee, or the filing by Lessee of any petition or action under any bankruptcy, reorganization, insolvency or moratorium law, or any other law or laws for the relief of, or relating to, debtors.

(iv) The filing of any involuntary petition under any bankruptcy, reorganization, insolvency or moratorium law against Lessee that is not dismissed within sixty (60) days thereafter, or the appointment of any receiver or trustee to take possession of the properties of Lessee, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within sixty (60) days from the date of said filing or appointment.

(v) The subjection of any of Lessee's property to any seizure, assignment, application or sale for or by any creditor, or governmental agency, that will in any way affect Lessee's ability to perform its obligations under this Agreement.

(vi) Any action by Lessee to discontinue rail service on all or a substantial portion of its tracks or abandon all or a substantial portion of its rail properties pursuant to applicable provisions of the Interstate Commerce Act or the laws of any state.

B. Upon the occurrence of any event of default, Itel Rail may, at its option, terminate this Agreement and may

(i) proceed by any lawful means to enforce performance by Lessee of this Agreement or to recover damages for a breach thereof, or

(ii) by notice in writing to Lessee, terminate Lessee's right of possession and use of the Cars, whereupon all right and interest of Lessee in the Cars shall terminate; and thereupon Itel Rail may enter upon any premises where the Cars may be located and take possession of them and henceforth hold, possess and enjoy the same free from any right of Lessee. Itel Rail shall nevertheless have the right to recover from Lessee any and all rental amounts which under the terms of this Agreement may then be due or which may have accrued to that date.

9. Termination

At the expiration or termination of this Agreement as to any Cars, Lessee will surrender possession of such Cars to Itel Rail by delivering the same to Itel Rail. A Car shall be no longer subject to this Agreement upon the removal of Lessee's railroad markings from the Car and the placing thereon of such markings as may be designated by Itel Rail, either, at the option of Itel Rail, (1) by Lessee upon return of such Cars to Lessee's railroad line or (2) by another railroad line which has physical possession of the Car at the time of or subsequent to termination of the lease term as to such Car. If such Cars are not on the railroad line of Lessee upon termination, any cost of assembling, delivering, storing and transporting such Cars to Lessee's railroad line or the railroad line of a subsequent lessee shall be borne by Itel Rail. If such Cars are on the railroad line of Lessee upon such expiration or termination or are subsequently returned to Lessee's railroad line, Lessee shall at its own expense within five working days remove Lessee's railroad markings from the Cars and place thereon such markings as may be designated by Itel Rail. After the removal and replacement of markings, Lessee shall use its best efforts to load such Cars with freight and deliver them to a connecting carrier for shipment. Lessee shall provide up to thirty (30) days' free storage on its railroad tracks for Itel Rail or the subsequent lessee of any terminated Car to the extent that such can be provided without significant disruption to Lessee's normal operations. If any Car is terminated pursuant to subsections 6C or section 8 prior to the end of its initial term, Lessee shall be liable to Itel Rail for all costs and expenses incurred by Itel Rail to repaint the Cars and place thereon the markings and name or other insignia of Itel Rail's subsequent lessee.

10. Indemnities

A. Itel Rail will defend, indemnify and hold Lessee harmless from and against (1) any and all loss or damage of or to the Cars, usual wear and tear excepted, unless occurring while Lessee has physical possession of Cars and (2) any claim, cause of action, damage, liability, cost or expense which may be asserted against Lessee with respect to the Cars other than loss or physical damage (unless occurring as a result of the actual negligence of Lessee), including without limitation the construction, purchase and delivery of the Cars to Lessee's railroad line, ownership, leasing or return of the Cars, or as a result of the use, maintenance, repair, replacement, operation or the condition thereof (whether or not defects exist and whether or not defects, if any, are latent or are discoverable by Itel Rail or Lessee).

B. Recognizing the existence of the January 19, 1978 agreement entered into by Lessee and BRAE, referred to above, and being fully familiar with the terms, conditions and mutual obligations set forth in that agreement, particularly with respect to any and all rights of first refusal, Itel Rail agrees to defend, indemnify and hold P&W harmless from and against any and all claims which may be asserted against P&W by BRAE actually or allegedly arising out of that January 19, 1978 agreement, including the defense of P&W in any legal proceeding connected with any such claims, and agrees to repay P&W for any expenses (including legal fees) P&W may incur in connection therewith.

11. Representations, Warranties and Covenants

A. Lessee represents, warrants and covenants that:

(i) Lessee is a corporation duly organized, validly existing and in good standing under the laws of the state where it is incorporated and has the corporate power, authority and is duly qualified and authorized to do business wherever necessary, to carry out its present business and operations and to own or hold under lease its properties and to perform its obligations under this Agreement.

(ii) The entering into and performance of this Agreement will not violate any judgment, order, law or regulation applicable to Lessee, or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Cars pursuant to any instrument to which Lessee is a party or by which it or its assets may be bound.

(iii) Itel Rail has reviewed the latest available financial statements of Lessee and is familiar with the contents thereof. Except as disclosed within those statements, there is no action or proceeding pending or threatened against Lessee before any court or administrative agency or other governmental body which might result in any material adverse effect on the business, properties and assets, or conditions, financial or otherwise, of Lessee, that will in any way affect Lessee's ability to perform its obligations under this Agreement.

(iv) Itel Rail has reviewed the latest available financial statements of lessee and is familiar with the contents thereof. Except as disclosed within those statements, there is no fact which Lessee has not disclosed to Itel Rail in writing, nor is Lessee a party to any agreement or instrument or subject to any charter or other corporate restriction which, so far as the Lessee can now reasonably foresee, will individually or in the aggregate materially adversely affect the business, condition or any material portion of the properties of the Lessee that will in any way affect Lessee's ability to perform its obligations under this Agreement.

(v) Lessee has during the years 1964-1968 neither leased nor purchased any cars.

B. Itel Rail represents, warrants, and covenants that:

(i) The entering into and performance of this Agreement or any previous agreements between SSI RAIL CORP. and Lessee will not result in the creation of any lien, charge, security interest, or other encumbrance upon any assets of P&W other than payments which have been earned by Itel Rail (and/or SSI RAIL CORP.) but which have not been disbursed by P&W pursuant to the terms of this Agreement or pursuant to the terms of any previous agreements.

(ii) Any demurrage payments received or receivable for equipment leased pursuant to the terms of this Agreement, or any previous agreement between SSI RAIL CORP. and Lessee, will remain the sole property of Lessee and will not be included in any calculation of rental charges or other payments due to, or to be shared with, Itel Rail (and/or SSI RAIL CORP.).

12. Inspection

A. Itel Rail shall at any time during normal business hours have the right to enter the premises where the Cars may be located for the purpose of inspecting and examining the Cars to insure Lessee's compliance with its obligations hereunder. Lessee shall immediately notify Itel Rail of any accident connected with the malfunctioning or operation of the Cars, including in such report the time, place and nature of the accident and the damage caused, the names and addresses of any persons injured and of witnesses, and other information pertinent to Lessee's investigation of the accident. Lessee shall also notify Itel Rail in writing within five (5) days after any attachment, tax lien or other judicial process shall attach to any Car.

B. Lessee shall furnish to Itel Rail promptly upon its becoming available, a copy of its annual report submitted to the ICC and, when requested, copies of any other income or balance sheet statement required to be submitted to the ICC. Failure of Lessee to meet this obligation will not in and of itself constitute a default under this Agreement.

13. Miscellaneous

A. This Agreement and the Schedules contemplated hereby shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not without the prior written consent of Itel Rail, which consent shall not be unreasonably withheld by Itel Rail, assign this Agreement or any of its rights hereunder or sublease the Cars to any party, and any purported assignment or sublease in violation hereof shall be void.

B. Both parties agree to execute the documents contemplated by this transaction and such other documents as may be required in furtherance of any financing agreement entered into by Itel Rail in connection with the acquisition of the Cars in order to confirm the financing party's interest in and to the Cars, this Agreement and Schedules hereto and to confirm the subordination provisions contained in Section 7 and in furtherance of this Agreement.

C. It is expressly understood and agreed by the parties hereto that this Agreement constitutes a lease of the cars only and no joint venture or partnership is being created. Notwithstanding the calculation of rental payments, nothing herein shall be construed as conveying to Lessee any right, title or interest in the Cars except as a lessee only.

D. No failure or delay by Itel Rail shall constitute a waiver or otherwise affect or impair any right, power or remedy available to Itel Rail nor shall any waiver or indulgence by Itel Rail or any partial or single exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

E. This Agreement shall be governed by and construed according to the laws of the State of California.

F. All notices hereunder shall be in writing and shall be deemed given when delivered personally or when deposited in the United States mail, postage prepaid, certified or registered, addressed to the president of the other party at the address set forth above.



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ITEL CORPORATION, RAIL DIVISION

By:

Title: President

Date: March 21, 1978

PROVIDENCE AND WORCESTER COMPANY

By:

Title: Pres.

Date: March 13, 1978

STATE OF New York..... }
COUNTY OF Westchester... }

On this 13th day of March, before me personally appeared Robert H. Eder, to me personally known, who being by me duly sworn says that such person is President of Providence and Worcester Company that the foregoing Lease Agreement and Equipment Schedule No. 1, 2 and 3 were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Robert V. Wittenberg
Notary Public
Notary Public, State of New York
Qualified in New York County
Qualified in Westchester County
Commission Expires March 30, 1980

STATE OF }
COUNTY OF }

On this day of, before me personally appeared, to me personally known, who being by me duly sworn says that such person is of ITEL Corporation, Rail Division, that the foregoing Lease Agreement and Equipment Schedule No. was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

Terry L. Russell
Notary Public



EQUIPMENT SCHEDULE No. 1.....

Itel Corporation, Rail Division hereby leases the following Cars to Providence and Worcester Company..... subject to the terms and conditions of that certain Lease Agreement dated as of ... March 13, 1978.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XM	60', 100 Ton general boxcars with 15" end- of-cushioning	PW 60,001- 60,300	60'	9' 6"	11' 1-3/4"	10' Sliding	300

Delivery to be made in Rhode Island or other location acceptable to Lessee.

ITEL CORPORATION, RAIL DIVISION

BY:

TITLE:

DATE:

PROVIDENCE AND WORCESTER COMPANY

BY:

TITLE:

DATE:

EQUIPMENT SCHEDULE No. 2.....

Iitel Corporation, Rail Division hereby leases the following Cars to Providence and Worcester Company.....subject to the terms and conditions of that certain Lease Agreement dated as of March 13, 1978.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XM	50', 70 Ton general purpose boxcars with 10" end-of-cushioning	30,001-30,300	50' 6"	9' 6"	11' 1-3/4"	10' Sliding	300
		or at option of Lessee					
XM	60', 100 Ton general purpose boxcars with 15" end-of-cushioning	60,301-60,600	60'	9' 6"	11' 1-3/4"	10'	300

Delivery to be on or before the second quarter 1979.
Delivery to be made in Rhode Island or other location acceptable to Lessee.

ITEL CORPORATION, RAIL DIVISION

BY:

TITLE:

DATE:

PROVIDENCE AND WORCESTER COMPANY

BY:

TITLE:

DATE:

EQUIPMENT SCHEDULE No. 3

Istel Corporation, Rail Division hereby leases the following Cars to Providence and Worcester Company..... subject to the terms and conditions of that certain Lease Agreement dated as of ..March 13, 1978:

deleted

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XM	50', 70 Ton general purpose boxcars with 10" end-of-cushioning	30,301-30,700	50' 6"	9' 6"	11' 1-3/4"	10' Sliding	400
		or at option of Lessee					
XM	60', 100 Ton general purpose boxcars with 15" end-of-cushioning	60,601-61,000	60'	9' 6"	11' 1-3/4"	10'	400

Delivery on or before the fourth quarter 1979.
Delivery to be made in Rhode Island or other location acceptable to Lessee.

ITEL CORPORATION, RAIL DIVISION

BY: *James M. Callahan*

TITLE: *President*

DATE: *March 21, 1978*

PROVIDENCE AND WORCESTER COMPANY

BY: *Robert H. Elder*

TITLE: *Pres.*

DATE: *March 13, 1978*

ITEL RAIL

55 Francisco
San Francisco, California 94133
(415) 955-9090
Telex 34234

November 17, 1983

RECORDATION NO. 9924 Filed 1425

DEC 7 1983 -9 25 AM

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

Dear Ms. Mergenovich:

This is to request that you cross-index the Consolidated, Amended, and Restated Equipment Trust Agreement, dated as of January 1, 1982, which was filed under I.C.C. Recordation No. 14165, on September 20, 1983 at 3:00 p.m., with the following documents:

1. Lease between Itel Corporation, Rail Division and Apalachicola Northern Railroad, dated January 25, 1977 and filed under I.C.C. Recordation No. 8796, on April 27, 1977 at 12:45 p.m.
2. Lease between Itel Corporation, Rail Division and Arcata and Mad River Railroad, dated July 10, 1978, and filed under I.C.C. Recordation No. 10034, on January 19, 1979 at 2:10 p.m.
3. Lease between Itel Corporation, Rail Division and Atchison, Topeka and Santa Fe Railway Co., dated May 14, 1982, and filed under I.C.C. Recordation No. 13706, on July 26, 1982 at 1:45 p.m.
4. Lease between Itel Corporation, Rail Division and New Orleans Public Belt Railway, dated October 26, 1978, and filed under I.C.C. Recordation No. 10033, on January 19, 1979 at 2:10 p.m.
5. Lease between Itel Corporation, Rail Division and Atchison, Topeka and Santa Fe Railway Co., dated July 30, 1982, and filed under I.C.C. Recordation No. 13818, on October 26, 1982 at 12:40 p.m.

Ms. Agatha Mergenovich
November 17, 1983
Page Two

6. Lease between Itel Corporation, Rail Division and Cadiz Railroad, dated November 10, 1976, and filed under I.C.C. Recordation No. 8654, on January 10, 1977 at 2:05 p.m.
7. Lease between Itel Corporation, Rail Division and Camino, Placerville and Lake Tahoe Railroad Co., dated February 9, 1977, and filed under I.C.C. Recordation No. 8798 on April 27, 1977
8. Lease between Itel Corporation, Rail Division and Crab Orchard and Egyptian Railroad, dated June 21, 1978, and filed under I.C.C. Recordation No. 9936, on December 22, 1978 at 3:55 p.m.
9. Lease between Itel Corporation, Rail Division and Detroit, Toledo and Ironton Railway Co., dated March 10, 1981, and filed under I.C.C. Recordation No. 13077, on April 30, 1981 at 2:25 p.m.
10. Lease between Itel Corporation, Rail Division and East Camden and Highland, dated April 26, 1978, and filed under I.C.C. Recordation No. 9756, on October 11, 1978 at 2:45 p.m.
11. Lease between Itel Corporation, Rail Division and Green Bay and Western Railroad Company, dated October 21, 1981, and filed under I.C.C. Recordation No. 13554, on February 18, 1982 at 2:40 p.m.
12. Lease between Itel Corporation, Rail Division and Green Bay and Western Railroad Company, dated March 8, 1979, and filed under I.C.C. Recordation No. 10362, on May 10, 1979 at 2:00 p.m.
13. Lease between Itel Corporation, Rail Division and Maine Central Railroad Company, dated March 22, 1982, and filed under I.C.C. Recordation No. 13664, on June 16, 1982 at 10:10 a.m.
14. Lease between Itel Corporation, Rail Division and Maine Central Railroad Company, dated April 11, 1980, and filed under I.C.C. Recordation No. 11899, on June 11, 1980 at 11:25 a.m.
15. Lease between Itel Corporation, Rail Division and New Orleans Public Belt Railway, dated June 17, 1977, and filed under I.C.C. Recordation No. 8904, on July 26, 1977 at 9:15 a.m.

Ms. Agatha Mergenovich
November 17, 1983
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16. Lease between Itel Corporation, Rail Division and Port Huron and Detroit Railroad Co., dated February 22, 1977, and filed under I.C.C. Recordation No. 8799 on April 27, 1977 at 12:45 p.m.

17. Lease between Itel Corporation, Rail Division and Rahway Valley Railroad, dated September 19, 1978, and filed under I.C.C. Recordation No. 10111, on February 14, 1979 at 12:30 p.m.

18. Sublease between Texas Mexican Railroad Co. and Soo Line Railroad, dated April 11, 1983, and filed under I.C.C. Recordation No. 14066, on June 21, 1983 at 3:00 p.m.

19. Lease between Itel Corporation, Rail Division, and Soo Line Railroad Co., dated February 17, 1983, and filed under I.C.C. Recordation No. 14002 on April 11, 1983 at 1:05 p.m.

20. Lease between Itel Corporation, Rail Division and Texas Mexican Railroad Co., dated March 15, 1978, and filed under I.C.C. Recordation No. 9778, on October 17, 1978 at 3:30 p.m.

21. Lease between Itel Corporation, Rail Division and Toledo, Peoria and Western Railroad Co., dated September 10, 1980, and filed under I.C.C. Recordation No. 12314 on October 16, 1980 at 2:40 p.m.

22. Lease between Itel Corporation, Rail Division and Valley and Siletz Railroad, dated July 26, 1978, and filed under I.C.C. Recordation No. 10032 on January 19, 1979 at 2:10 p.m.

23. Lease between Itel Corporation, Rail Division and Providence and Worcester Co., dated March 13, 1978, and filed under I.C.C. Recordation No. 9924, on December 19, 1978 at 2:45 p.m.

24. Assignment between Providence and Worcester Company and Warwick Railway Corp., dated April 24, 1980, and filed under I.C.C. Recordation No. 9924-E, on October 17, 1980 at 12:45 p.m.

25. Lease between Itel Corporation, Rail Division and Arkansas and Louisiana Missouri Railroad, dated June 14, 1977, and filed under I.C.C. Recordation No. 9049, on October 21, 1977 at 1:05 p.m.

Ms. Agatha Mergenovich
November 17, 1983
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26. Lease between Itel Corporation, Rail Division and Atlanta and St. Andrews Bay Railway Co., dated May 5, 1978, and filed under I.C.C. Recordation No. 9703, on September 22, 1978 at 2:15 p.m.

27. Lease between Itel Corporation, Rail Division and Greenville and Northern Railroad Co., dated August 6, 1976, and filed under I.C.C. Recordation No. 9102, on November 25, 1977 at 1:15 p.m.

28. Lease between Itel Corporation, Rail Division and Marinette, Tomahawk and Western Railroad Co., dated December 23, 1977, and filed under I.C.C. Recordation No. 9406, on May 26, 1978 at 2:30 p.m.

29. Lease between Itel Corporation, Rail Division and North Louisiana and Gulf Railroad Co., dated July 21, 1977, and filed under I.C.C. Recordation No. 9073, on November 10, 1977 at 2:20 p.m.

30. Lease between Itel Corporation, Rail Division and Escanaba and Lake Superior Railroad Company, dated December 22, 1976, and filed under I.C.C. Recordation No. 8653, on January 10, 1977 at 2:20 p.m.

31. Lease between SSI Rail Corp. and Lake Erie, Franklin and Clarion Railroad, dated January 3, 1977, and filed under I.C.C. Recordation No. 8668, on January 21, 1977 at 2:30 p.m.

32. Lease between SSI Rail Corp. and Minnesota, Dakota and Western Railroad, dated July 26, 1978, and filed under I.C.C. Recordation No. 10129, on February 22, 1979 at 11:40 a.m.

33. Lease between SSI Rail Corp. and Pearl River Valley Railroad Co., dated March 24, 1976, and filed under I.C.C. Recordation No. 8487-A, on August 27, 1976 at 1:30 p.m.

34. Lease between SSI Rail Corp. and Sierra Railroad Co., dated September 27, 1978, and filed under I.C.C. Recordation No. 10152, on February 26, 1979 at 2:30 p.m.

35. Sublease between McCloud River Railroad Co. and Camino, Placerville and Lake Tahoe Railroad Co., dated January 24, 1980 and filed under I.C.C. Recordation No. 8819-G, on May 5, 1980 at 3:15 p.m.

Ms. Agátha Mergenovich
November 17, 1983
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36. Lease between SSI Rail Corp., and McCloud River Railroad Co., dated April 20, 1977, and filed under I.C.C. Recordation No. 8819, on May 11, 1977 at 1:15 p.m.

37. Lease between SSI Rail Corp., and City of Prineville Railway Co., dated April 26, 1977, and filed under I.C.C. Recordation No. 8896 on July 20, 1977.

38. Lease between Itel Corporation, Rail Division and Kyle Railways, Inc., dated February 17, 1982, and filed under I.C.C. Recordation No. 13666, on June 17, 1982 at 10:50 a.m.

39. Sublease between Kyle Railways, Inc. and Natchceez Trace Railroad, dated February 18, 1982, and filed under I.C.C. Recordation No. 13666-B, on June 17, 1982 at 10:50 a.m.

40. Sublease between McCloud River Railroad Co. and Sierra Railroad Co., dated August 29, 1980, and filed under I.C.C. Recordation No. 8819-N, on September 16, 1980 at 1:35 p.m.

41. Lease between SSI Rail Corp. and Terminal Railway of Alabama, dated April 4, 1977, and filed under I.C.C. Recordation No. 8797, on April 27, 1977 at 12:45 p.m.

42. Lease between SSI Rail Corp. and Toledo, Peoria and Western Railroad Co., dated January 12, 1977, and filed under I.C.C. Recordation No. 8676, on January 24, 1977 at 2:45 p.m.

43. Lease between Itel Corp. and Ashley, Drew and Northern Railway Co., dated March 29, 1977, and filed under I.C.C. Recordation No. 8837 on May 27, 1977.

44. Lease between SSI Rail Corp. and Corinth and Counce Railroad Company, dated April 29, 1977, and filed under I.C.C. Recordation No. 8838, on May 27, 1977 at 1:45 p.m.

45. Lease between Itel Corporation, Rail Division and Green Bay and Western Railroad Co., dated April 22, 1981, and filed under I.C.C. Recordation No. 13073, on April 30, 1981 at 10:50 a.m.

46. Lease between Itel and Meridian and Bigbee Railroad Company, dated June 1, 1977, and filed under I.C.C. Recordation No. 9072, on November 10, 1977 at 2:20 p.m.

Ms. Agatha Mergenovich
November 17, 1983
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47. Lease between Itel Rail and Apache Railway, dated June 1, 1976, and filed under I.C.C. Recordation No. 8709, on February 23, 1977 at 11:40 a.m.

48. Lease between Itel Corporation, Rail Division and Clarendon & Pittsford Railroad Co., dated October 18, 1976, and filed under I.C.C. Recordation No. 8658, on January 12, 1977 at 1:45 p.m.

49. Lease between Itel Corporation, Rail Division and FMC/Chemical Group, dated December 3, 1976, and filed under I.C.C. Recordation No. 8809-A, on May 11, 1977 at 1:15 p.m.

50. Lease between SSI Rail Inc., and Green Mountain Railroad Co., dated January 2, 1976, and filed under I.C.C. Recordation No. 9050, on October 21, 1977 at 1:05 p.m.

51. Lease between Itel Corporation, Rail Division and Hartford & Slocumb Railway Co., dated July 1, 1975, and filed under I.C.C. Recordation No. 9168, on January 9, 1978 at 2:05 p.m.

52. Lease between Itel Corporation, Rail Division and Lake Erie, Franklin and Clarion Railroad, dated January 3, 1977, and filed under I.C.C. Recordation No. 8853-A, on June 1, 1977 at 1:10 p.m.

53. Lease between Itel Corporation, Rail Division and McCloud River Railroad, dated April 20, 1983, and filed under I.C.C. Recordation No. 14029, on May 27, 1983 at 1:40 p.m.

54. Lease between Itel Corporation, Rail Division and Mississippi Export Railway Co., dated April 25, 1978 and filed under I.C.C. Recordation No. 9460, on June 27, 1978 at 8:50 a.m.

55. Lease between Itel Corporation, Rail Division and Sabine River and Northern Railroad Co., dated December 23, 1977, and filed under I.C.C. Recordation No. 9407, on May 26, 1978 at 2:30 p.m.

56. Lease between Itel Corporation, Rail Division and Valdosta Southern Railway Co., dated March 26, 1976, and filed under I.C.C. Recordation No. 8343-A on May 25, 1976 at 10:45 p.m.

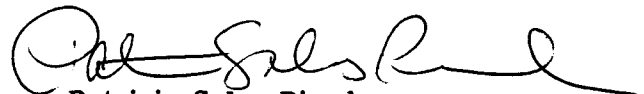
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57. Lease between Itel Corporation, Rail Division and Valdosta Southern Railway Co., dated December 23, 1977, and filed under I.C.C. Recordation No. 9400⁸, on May 26, 1978 at 2:30 p.m.

58. Lease between Itel Corporation, Rail Division and Vermont Railway Co., dated December 4, 1975, and filed under I.C.C. Recordation No. 9279 on March 13, 1978 at 2:20 p.m.

Enclosed is a check in the amount of \$580.00 covering the appropriate cross-indexing fees. If you have any questions please feel free to contact me at (415) 955-0547.

Sincerely,



Patricia Salas Pineda
Counsel

PSP:dmm
Enclosures

ITEL RAIL CORPORATION
INDEX TO CROSS-INDEXING
REQUESTED
IN LETTER OF NOVEMBER 17, 1983

Each ICC Recordation No. listed below to be cross-indexed to (1) Recordation No. 14165, and (2) all Recordation Nos. listed below to be cross-indexed under Recordation No. 14165.

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